

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOAL	Page 1 of 51
2. Contract No.		3. Solicitation No. W58RGZ-04-R-0981		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004OCT05	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-CH-A REDSTONE ARSENAL AL 35898-5280			Code W58RGZ	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:00pm (hour) local time 2004NOV05 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name SYLVIA BOWAR E-mail address: SYLVIA.BOWAR@PEOAVN.REDBSTONE.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (256) 876-9285
----------------------------------	---	---

11. Table Of Contents

TABLE OF CONTENTS							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	20
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	10	X	J	List of Attachments	33
X	D	Packaging and Marking	11	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	12	X	K	Representations, Certifications, and Other Statements of Offerors	34
X	F	Deliveries or Performance	13				
X	G	Contract Administration Data	16	X	L	Instrs., Conds., and Notices to Offerors	41
X	H	Special Contract Requirements	17	X	M	Evaluation Factors for Award	50

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
Code			Code	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 2 of 51
---------------------------	--	----------------------------

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4000	SIGNATURE AUTHORITY (USAAMCOM)	OCT/2000
<p>(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.</p> <p>(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:</p> <p>(1) Furnished as an attachment to its offer; or</p> <p>(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;</p> <p>(3) Furnished upon receipt of a specific request for the information from the contracting officer.</p> <p>(End of Clause)</p>			

A-2	52.233-4000	AMC-LEVEL PROTEST PROGRAM	OCT/1996
<p>If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, Army Materiel Command (AMC). The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC Protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:</p> <p>Headquarters, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001</p> <p>Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176</p>			

The AMC-level protest procedures are found at:

[http:\(insert 2 forward slashes\)www.amc.army.mil/amc/command_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)
(The double forward slashes constitute a print processing command, hence cannot be shown above. Please insert when accessing the website.)

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 3 of 51
--------------------	---	--------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>This acquisition contains technical data whose export is restricted by the Arms Export Control Act (Title 22, USC., Sec 2751 ET SEQ) or the Export Administration Act (Title 50, USC., APP 2401-2402) Executive Order 121470. This information cannot be purchased outside the United States without prior approval of the Government.</p> <p><u>OPTION REQUIREMENTS</u></p> <p>This award contains 2 option quantities of one hundred percent (100%) per year for 2 years of the base amount for line item 0001AA.</p> <p>"Option Year 1" is exercisable by the Government up to 365 days after contract award of the base quantity.</p> <p>"Option Year 2" is exercisable by the Government from 366 days after award of the base quantity to 730 days after contract award of the base quantity.</p> <p>Option prices offered shall be firm fixed price.</p> <p>The option quantity will be F.O.B. Origin.</p> <p>Any option herein shall be considered to have been exercised at the time the Government submits written notification to the Contractor.</p> <p>The Government may unilaterally exercise options for additional quantities set forth in Section B, Supplies and Services, CLINs 0002 and 0003. An option may be exercised incrementally one or more times during the option exercise period provided the total cumulative option quantity does not exceed the maximum option quantity specified.</p> <p>*****</p> <p>FIRST ARTICLE</p> <p>First Article (FA) test time is <u>3</u> days. <u>One</u> unit to be tested. Begin test <u>94</u> days after contract award (DACA). End test <u>97</u> DACA. First Article Test Report (FATR) due <u>112</u> DACA. FA approval/disapproval <u>30</u> days after government receipt of test report.</p> <p>First Article is a part of the production quantity and shall be shipped to final</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	destination - Stockton, CA after approval of FATR. <u>The FATR only shall be mailed to:</u> US Army Aviation & Missile Command / Sylvia Bowar AMSAM-AC-CH-A, Bldg 5678 Redstone Arsenal, AL 35898-5280 Telephone: (256) 876-9285 NOTE: FAR Part 9.306H - First Article Test shall not be retained as a manufacturing standard. ***** This acquisition is a 100% small business set-aside. <div style="text-align: center;">(End of narrative A001)</div>				
0001	NSN: 1730-01-299-8688 FSCM: 81996 PART NR: 1730CHSE001-2 SECURITY CLASS: Unclassified				
0001AA	<u>OFFER A - PROD QTY W/OUT 1ST ARTICLE</u> NOUN: STEERING BAR,AIRCRA PRON: AX462521AX PRON AMD: 01 AMS CD: 060011 <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 1730CHSE001-2 REVISION: A <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW MIL-STD-129 & MIL-STD-2073-1 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A <u>MIL-STD-2073-1 Packaging Codes:</u> JI/A/MP (10) JII/CD (1) JIII/PM (00) JIV/WM (FA) JV/CD (LK) JVI/CT (X) JVII/UC (F2) JVII/IC (00) JIX/A/PK (F) JX/SM (00) JVIIIA/OPI (M) MAXIMUM-UP-WT.....UP-LN.....UP-WD.....UP-DP 0000090.0 108.0 016.0 010.0	74	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	(End of narrative D001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>New Cumberland Army Depot (W25G1U):</u> Annotate Commercial and Government truck bills of lading: Delivery through South Gate only, Building Mission Door 113, 134. Carrier to call (717) 770-6969/7172 for appointment 24 hours in advance of delivery. Appointment hours: Monday through Friday between 0800-1600.				
	(End of narrative F001)				
	<u>Deliveries or Performance</u> DOC				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 6 of 51
--------------------	---	--------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 1730CHSE001-2 REVISION: A</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW MIL-STD-129 & MIL-STD-2073-1 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>MIL-STD-2073-1 Packaging Codes:</u></p> <p>JII/A/MP (10) JII/CD (1) JIII/PM (00) JIV/WM (FA) JV/CD (LK) JVI/CT (X) JVII/UC (F2) JVII/IC (00) JIX/A/PK (F) JX/SM (00) JVIIIA/OPI (M)</p> <p>MAXIMUM-UP-WT.....UP-LN.....UP-WD.....UP-DP 0000090.0 108.0 016.0 010.0</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p><u>New Cumberland Army Depot (W25G1U):</u> Annotate Commercial and Government truck bills of lading: Delivery through South Gate only, Building Mission Door 113, 134. Carrier to call (717) 770-6969/7172 for appointment 24 hours in advance of delivery. Appointment hours: Monday through Friday between 0800-1600.</p> <p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W58H0Z42121070 W62G2T J 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 37 0186</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000</p> <p>DOC SUPPL</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 7 of 51
--------------------	---	--------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>002 W58H0Z42121071 W25G1U J 2</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001 37 0186</div> </div> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p>				
0001AC	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p>No production quantity shall be shipped prior to First Article Test Report approval.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p> <div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 3</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001 1 0112</div> </div> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W58RGZ) XR WOH9 HQ USA AVN AND MISLE CMD ACQUISITION CENTER AIR SPARKMAN CIR BLDG 5303 REDSTONE ARSENAL AL 35898-5090</p> <p><u>New Cumberland Army Depot (W25G1U):</u> Annotate Commercial and Government truck bills of lading: Delivery through South Gate only, Building Mission Door 113, 134. Carrier to call (717) 770-6969/7172 for appointment 24 hours in advance of delivery. Appointment hours: Monday through Friday between 0800-1600.</p> <p>(End of narrative F001)</p>	1	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FSCM: 81996 PART NR: 1730CHSE001-2 SECURITY CLASS: Unclassified				
0002AA	OPTION YEAR ONE74 EA NOUN: STEERING BAR, AIRCRA 1730-01-299-8688 (End of narrative B001) <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 1730CHSE001-2 REVISION: A <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IAW MIL-STD-129 & MIL-STD-2073-1 UNIT PACK: 001INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED BY THE GOVERNMENT 30 DAYS PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. Option may be exercised any time after award of contract until 365 days after contract award. Delivery will be 124 days after exercise of option. (End of narrative F001)		EA	\$	\$

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 9 of 51
--------------------	---	--------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FSCM: 81996 PART NR: 1730CHSE001-2 SECURITY CLASS: Unclassified				
0003AA	<p data-bbox="264 493 760 514">OPTION YEAR TWO 74 EA</p> <p data-bbox="264 573 557 594">NOUN: STEERING BAR, AIRCRA</p> <p data-bbox="264 653 453 674">1730-01-299-8688</p> <p data-bbox="444 705 698 726">(End of narrative B001)</p> <p data-bbox="264 814 634 835"><u>Description/Specs./Work Statement</u></p> <p data-bbox="264 840 589 888">TOP DRAWING NR: 1730CHSE001-2 REVISION: A</p> <p data-bbox="264 947 503 968"><u>Packaging and Marking</u></p> <p data-bbox="264 972 745 1098">PACKAGING/PACKING/SPECIFICATIONS: IAW MIL-STD-129 & MIL-STD-2073-1 UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p data-bbox="264 1157 547 1178"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1182 724 1203">INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 1262 547 1283"><u>Deliveries or Performance</u></p> <p data-bbox="264 1287 568 1308">DOC SUPPL</p> <p data-bbox="264 1312 846 1360"><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001</p> <p data-bbox="264 1398 456 1419">FOB POINT: Origin</p> <p data-bbox="264 1451 779 1602">SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED BY THE GOVERNMENT 30 DAYS PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p data-bbox="264 1661 799 1709">Option may be exercised any time after award of contract until 730 days after contract award.</p> <p data-bbox="264 1740 753 1789">Delivery will be 124 days after exercise of option.</p> <p data-bbox="444 1820 698 1841">(End of narrative F001)</p>		EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 10 of 51
--------------------	---	---------------

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.209-4009	STATEMENT OF WORK--FIRST ARTICLE INSPECTION AND TEST REQUIREMENTS (USAAMCOM)	JUL/1996

(a) The first article shall be in accordance with Spares Technical Data Package (STDP) 1730CHSE001-2. All engineering testing, which is to be performed by the Government, shall be separate and distinct from the first article inspection and test requirement. First article inspections and tests shall include, but are not limited to, the following requirements:

"(1) A 100% inspection (or as set forth in relevant specifications) of all physical characteristics, to include but not limited to, any dimensions, certifications for materials, processes and/or procedures, as well as any other requirements which may be set forth by other applicable specifications, or in any procurement packages, technical drawings, technical data packages, and/or any other special/functional testing as set forth in this contract; and

"(2) A review for compliance to identification marking for parts, components and/or assemblies; and

"(3) A review for compliance with preservation, packaging, packing, and marking requirements; and

"(4) A review for compliance with special requirements within the specifications and drawings or as otherwise stated in this contract for the use of pre-approved parts, components, assemblies, and/or sources; and

"(5) The verification through objective evidence that all of the inspection, testing, measuring and diagnostic equipment used in the inspection/test of the first article pieces(s) are maintained in accordance with applicable calibration standards.

(b) (X) The Contractor shall not retain the first article provided under this contract, throughout production, to serve as the manufacturing standard of acceptance.

"() The Contractor shall retain the first article provided under this contract, throughout production, to serve as the manufacturing standard of acceptance. However, in the event it is discovered that the first article is deficient in any respect, the contract specifications shall be the manufacturing standard of acceptance. Subject to the approval of the procuring contracting officer, the first article may be shipped as the last unit on the contract, provided the Contractor reconditions the unit to meet all the terms and conditions for acceptance as set forth in this contract.

(c) Unless otherwise specified in this contract, any item destroyed or consumed during the inspection and testing process is not to be considered as part of the contract quantity. The full quantity of acceptable and serviceable items must be delivered.

(d) Unless otherwise agreed upon by the Government and the Contractor, the first article inspection and test shall be conducted at a single location, preferably at the intended site of manufacture. As part of the first article inspection and test, the Government may require the Contractor or its subcontractor to produce or demonstrate any or all of the following:

"(1) Proof that a quality/inspection program/system exists, is in place and functional at the time of the first article inspection and test.

"(2) Proof that any fixtures, tool masters, jigs, or similar devices used, in the inspection and/or testing of the first article, have been subjected to an initial inspection, or other suitable means supporting their accuracy, before being used in the manufacturing/production process.

"(3) A complete detailed description of inspection/test records shall be prepared and available at the time of the first article inspection and test. These records shall include, but are not limited to, records encompassing the manufacturing, processing, inspecting, accepting/rejecting, controlling and testing of parts, components, and/or assemblies. Examples of such records may include, but are not limited to, receiving/incoming/in-process/final inspection, process control, disposition of non-conforming material, inspection and testing done during fabrication and assembly, certification and qualification of special processes and special process personnel, written schedules and records of required periodic inspections, and the calibration and certification of all inspection, measuring, diagnostic and test equipment used.

(e) The first article inspection and test report shall consist of all the necessary documentation to demonstrate and support full compliance with the first article inspection and test requirements as set forth in this contract.

(End of Clause)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUL/2001
If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.		

(End of Clause)

D-2 52.247-4700	BAR CODE MARKINGS (USAAMCOM)	JUN/2003
Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbolology Specification - Code 39.		

(End of Clause)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
E-4	52.246-4003	TERMINOLOGY/CALIBRATION (USAAMCOM)	AUG/1996

(a) TERMINOLOGY.

Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

(b) CALIBRATION. (Applicable if a military or a commercial quality system is selected for use.)

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-1:1992 (Quality Assurance Requirements for Measuring Equipment).

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 13 of 51
---------------------------	--	----------------------

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN (applicable only to option quantity)	JUN/1988
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991
F-6	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-7	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APPLICABLE ONLY TO OPTION QUANTITY)	APR/1984
F-8	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS (APPLICABLE ONLY TO OPTION QUANTITY)	APR/1984
F-9	52.247-61	F.O.B. ORIGIN--MINIMUM SIZE OF SHIPMENTS (APPLICABLE ONLY TO OPTION QUANTITY)	APR/1984
F-10	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-11	52.211- 8	TIME OF DELIVERY	JUN/1997

(a) The Government's REQUIRED delivery schedule is set forth under each contract line item in the schedule.

(b) The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified under each contract line item. The Government reserves the right to award under either the REQUIRED delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than called for under each contract line item. If the offeror proposes no other delivery schedule, the REQUIRED delivery schedule stated under each contract line item shall apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER</u> <u>DATE OF CONTRACT</u>
-----------------	-----------------	---

(c) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.)

(End of clause)

F-12	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	JUN/1988
------	-----------	-----------------------------------	----------

(a) The term "f.o.b. origin, with differentials," as used in this clause, means--

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 14 of 51
Name of Offeror or Contractor:		

(1) Free of expense to the Government delivered--

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractor's offer may be added to the contract price.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2)(i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods--

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) (1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractor's plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offeror's lowest cost when the offeror ships for the offeror's account. Accordingly, the offeror may

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 15 of 51
---------------------------	--	----------------------

Name of Offeror or Contractor:

indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies (normally on a Government bill of lading) a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight on the Government bill of lading) as a separate reimbursable item on the Contractor's invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractor's shipping plant or point to carrier's facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
_____, wharf, flatcar, driveaway, etc.)

(END OF CLAUSE)

F-13 52.211-4012 ACCELERATED DELIVERY (USAAMCOM) AUG/2001
The Government normally desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government. However, prior to acceleration of delivery, approval must be obtained from the Procuring Contracting Officer. Acceleration in the delivery of end items will not be acceptable to the Government unless all other scheduled deliveries relating to contract items such as provisioning, technical documentation, drawings, publications, overpack kits, etc., are accelerated by an equal period of time.

(End of clause)

F-14 52.211-4013 ACCELERATED DELIVERY (AUG 2001)--ALTERNATE I (USAAMCOM) AUG/2001
The Government normally desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government. However, prior to acceleration of delivery, approval must be obtained from the Procuring Contracting Officer.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 16 of 51
	PIIN/SIIN W58RGZ-04-R-0981	MOD/AMD	

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title		Date
G-1	52.242-4001	PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM)	OCT/2000
(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the PRON number when cited in the contract.			
(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:			
Commander U.S. Army Aviation and Missile Command ATTN: AMSAM-AC-LS Redstone Arsenal, AL 35898-5000			
(c) When the solicitation includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one copy of the shipping document to the Foreign Military Sales Representatives at the following address:			
Commander U.S. Army Aviation and Missile Command ATTN: AMSAM-SA Redstone Arsenal, AL 35898-5000			
(End of clause)			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 17 of 51
Name of Offeror or Contractor:		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.243-4000	ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS	NOV/2003

- (a) Format: Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared in accordance with the format and requirements specified in the following paragraphs:
- (1) Class I ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.
- (2) Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.
- (3) Short Form Procedure: ECPs and VECPs, which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."
- (4) The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I).
- (5) The Contractor shall not submit items for acceptance that include a known departure from the requirements, unless the Government has approved a RFW (AMSAM-RD Form 527) or Type II RFD (AMSRD-AMR Form 530).
- (6) Each ECP, RFD or RFW submitted shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal submitted.
- (7) Classification of RFDs/RFWs.
- (a) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.
- (b) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.
- (c) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs 7(a) or 7(b), or when there is a departure from a requirement classified as minor in the contractual documentation.
- (8) Proposals shall include sufficient technical data to describe all changes from existing contract requirements.
- (9) Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.
- (10) Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.
- (11) Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 18 of 51
---------------------------	--	----------------------

Name of Offeror or Contractor:

Contractor and the Government.

(12) The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

(13) Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount. Proposals that involve aggregate increases or decreases in cost plus applicable profits in excess of \$550,000 will require the submission to the Contracting Officer of an executed Certificate of Current Cost or Pricing Data in accordance with FAR 15.406-2.

(14) The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

(15) The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

(b) Submittal: The Contractor shall submit two (2) copies of each proposal to the responsible ACO. One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the Administrative Contracting Officer (ACO), stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, RFWs or RFDs will be submitted to the Contracting Officer for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

(c) Distribution:

(1) Electronic Distribution

The preferred method of distribution is via submission through the Internet E-mail System to the Government Contracting Officer. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the Government Contracting Officer. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the Contracting Officer, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the AMSAM forms sent to their facility.

(2) Hard Copy Distribution

For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the Contracting Officer and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the Contracting Officer, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the Contracting Officer. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Commander
U. S. Army Aviation and Missile Command
ATTN: AMSRD-AMR-SE-TD-CM
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-1335

For each VECP that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the Contracting Officer and one copy to the ACO. Upon receipt of any VECP that is submitted to the Contracting Officer, the ACO shall immediately submit DCMA's written evaluation to the Contracting Officer. The Contractor shall also submit one copy of the VECP to the AMCOM Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECPs may be obtained from the VEPM.

Commander
U.S. Army Aviation and Missile Command
ATTN: AMSRD-AMR-SE-IO-VE
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-8163

(d) Government Acceptance: Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract. The Government will notify the Contractor in

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 19 of 51
Name of Offeror or Contractor:		

writing if a proposal is determined to be unacceptable.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 20 of 51
	PIIN/SIIN W58RGZ-04-R-0981	MOD/AMD	

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202- 1	DEFINITIONS	JUL/2004
I-2	52.203- 3	GRATUITIES	APR/1984
I-3	52.203- 5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203- 6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203- 7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204- 4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211- 5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215- 2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.216- 7	ALLOWABLE COST AND PAYMENT (The words ["]Subpart 31.2["] are deleted from paragraph (a) and replaced with the words ["]Subpart 31.7["].)	DEC/2002
I-16	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999
I-17	52.219- 6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-18	52.219- 8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-19	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-20	52.222- 1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-21	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-21	PROHIBITION ON SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.223- 6	DRUG-FREE WORKPLACE	MAY/2001
I-29	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-30	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	DEC/2003
I-31	52.226- 1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-32	52.227- 1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227- 2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.227- 3	PATENT INDEMNITY	APR/1984
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-36	52.232- 1	PAYMENTS	APR/1984
I-37	52.232- 8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-38	52.232-11	EXTRAS	APR/1984
I-39	52.232-17	INTEREST	JUN/1996
I-40	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I	APR/1984
I-41	52.232-25	PROMPT PAYMENT	OCT/2003
I-42	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-43	52.233- 1	DISPUTES	JUL/2002
I-44	52.233- 3	PROTEST AFTER AWARD	AUG/1996
I-45	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APPLICABLE ONLY TO OPTION QUANTITY)	APR/1984
I-46	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-47	52.242-13	BANKRUPTCY	JUL/1995
I-48	52.243- 1	CHANGES -- FIXED-PRICE	AUG/1987
I-49	52.244- 5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-50	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-51	52.247- 1	COMMERCIAL BILL OF LADING NOTATIONS	APR/1984
I-52	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
I-53	52.248- 1	VALUE ENGINEERING	FEB/2000

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 21 of 51
	PIIN/SIIN W58RGZ-04-R-0981	MOD/AMD	

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	52.249- 2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-55	52.249- 8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-56	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
I-57	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-58	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-59	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) - ALTERNATE A	NOV/2003
I-61	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-62	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-63	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-64	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-65	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-66	252.225-7013	DUTY-FREE ENTRY	JAN/2004
I-67	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR2003) -- ALTERNATE I	APR/2003
I-68	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-69	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-70	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-71	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-72	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-73	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-74	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-75	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-76	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) - ALTERNATE I	DEC/2001

NOTICE: The following term(s) of this clause are waived for this contract:

-1-

I-77	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)--ALTERNATE I (JAN 1997) AND ALTERNATE II (JAN 1997)	SEP/1989
<p>(a) The Contractor shall test ONE unit(s) of Lot/Item 0001AB as specified in this contract. At least 20 calendar days (60 calendar days for contractors located outside the continental United States (OCONUS)) before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.</p> <p>(b) The Contractor shall submit the first article test report within 112 calendar days from the date of this contract to the Procurement Contracting Officer (PCO) at the address indicated in the issued by block on page 1 of this document marked "FIRST ARTICLE TEST REPORT: Contract No.(to be determined), Lot/Item No. 0001AC." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.</p> <p>(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.</p> <p>(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.</p> <p>(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.</p>			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 22 of 51
Name of Offeror or Contractor:		

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

I-78 52.217- 7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM MAR/1989

The Government may require delivery under the numbered line item, identified in the Schedule as an option item, on a requirements basis and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor no later than 60 days prior to the expiration of the contract ordering period(s). Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(END OF CLAUSE)

I-79 252.211-7003 ITEM IDENTIFICATION AND VALUATION JAN/2004

(a) Definitions. As used in this clause -

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard; and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means --

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition --

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 23 of 51
Name of Offeror or Contractor:		

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

"Enterprise" means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by registration (or controlling) authority.

"Government's unit acquisition cost" means --

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Serial number within the enterprise identifier" or "unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number" or "serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serilization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for --

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following critical safeaty items for which the Government's unit acquisition cost is less than \$5,000:

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD</p>	<p style="text-align: center;">Page 24 of 51</p>
--	--	---

Name of Offeror or Contractor:

-1-

-2-

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number -3- or Contract Data Requirements List Item Number -4-.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall --

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid/>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code --

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description. *

(2) Unique identifier, ** consisting of --

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type. **

(4) Issuing agency code (if DoD unique item identifier is used). **

(5) Enterprise identifier (if DoD unique item identifier is used). **

(6) Original part number. **

(7) Serial number. **

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 25 of 51
---------------------------	--	----------------------

Name of Offeror or Contractor:

(8) Quantity shipped. *

(9) Unit of measure. *

(10) Government's unit acquisition cost. *

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number. *

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of --

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type. **

(4) Issuing agency code (if DoD unique item identifier is used). **

(5) Enterprise identifier (if DoD unique item identifier is used). **

(6) Original part number. **

(7) Serial number. **

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 26 of 51
Name of Offeror or Contractor:		

I-80 52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

I-81 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as --

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

* The Contractor shall insert the name of the substance(s).

(End of clause)

I-82 52.234- 1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD</p>	<p>Page 27 of 51</p>
----------------------------------	--	-----------------------------

Name of Offeror or Contractor:

qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

I-83 52.244- 6 SUBCONTRACTS FOR COMMERCIAL ITEMS JUL/2004

(a) Definitions. As used in this clause --

"Commercial item", as used in this clause, has the meaning contained in Federal Acquisition Regulation 2-101, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplies under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) The following clauses shall be flowed down to subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels, not applicable to the Department of Defense.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I-84 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) FEB/1999

The Contractor shall comply with the higher-level quality standard titled Quality systems--Model for quality assurance in design, development, production, installation and servicing, American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Q9002 (International Organization for Standardization (ISO) 9002) or comparable system or a Department of Defense approved quality system SPI.

(End of clause)

I-85 52.252- 2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:
www.arnet.gov/far

DFARS Clauses:
www.acq.osd.mil/dp/dars/dfars.html

Clause Deviations:
www.acq.osd.mil/dp/dars/classdev.html

(End of clause)

I-86 52.252- 6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

I-87 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIALS DEC/1991

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the National Stock Number(NSN) and Nomenclature, if known, of the deliverable item requiring precious metals.

<u>Precious Metals*</u>	<u>Quantity</u>	<u>Deliverable Item</u> <u>(NSN and Nomenclature)</u>

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract unless the Contractor knows that the item being purchased contains noprecious metals.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 29 of 51
Name of Offeror or Contractor:		

(END OF CLAUSE)

I-88 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmam.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item
Number, Subline Item Number,
Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror --

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-89 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions.

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD</p>	<p>Page 30 of 51</p>
----------------------------------	---	-----------------------------

Name of Offeror or Contractor:

As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items, construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shippers sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

Name of Offeror or Contractor:

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
<u>DESCRIPTION</u>	<u>LINE ITEMS</u>	<u>QUANTITY</u>
Total		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 32 of 51
---------------------------	--	-----------------------------

Name of Offeror or Contractor:

on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	ORIENTATION ON FIRST ARTICLE INSPECTION	01-APR-2000	003	
Attachment 002	STDP ON CD - AX462521	28-AUG-2004		

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 34 of 51
---------------------------	--	-----------------------------

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDNG PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
K-3	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
K-6	52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB/2001
* Insert -1- in the first blank and -2- in the second blank within paragraph (b) of the above referenced clause.			
K-7	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)	APR/2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is; () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is; () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is; () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is; () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that --

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror has represented itself as disadvantaged in paragraph (b)(2) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan,

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD</p>	<p>Page 35 of 51</p>
----------------------------------	--	-----------------------------

Name of Offeror or Contractor:

China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phillipines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision --

"Service-disabled veteran-owned small business concern," --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern means a small business concern" --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Name of Offeror or Contractor:

K-852.203- 2CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that ---

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____; (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(END OF PROVISION)

K-952.207- 4ECONOMIC PURCHASE QUANTITY - SUPPLIES

AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD</p>	<p align="right">Page 37 of 51</p>
---	--	---

Name of Offeror or Contractor:

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(END OF PROVISION)

K-10 52.209- 5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief that--

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-11 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, () intends, () does not intend to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD</p>	<p align="center">Page 38 of 51</p>
---	--	--

Name of Offeror or Contractor:

information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____

(END OF PROVISION)

K-12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
- (End of provision)

K-13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(END OF PROVISION)

K-14 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA; 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD</p>	<p align="center">Page 39 of 51</p>
---	--	--

Name of Offeror or Contractor:

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) sectors:

- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located in the United States or its outlying areas.

(End of provision)

K-15 52.227- 6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(END OF PROVISION)

This proposal () does () does not contain more than \$250 for royalty changes.

K-16 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government --

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD</p>	<p>Page 40 of 51</p>
----------------------------------	--	-----------------------------

Name of Offeror or Contractor:

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that --

- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(3) The following end products are other foreign end products:

<div></div> <div>(Line Item Number)</div>
<div></div> <div>(Country of Origin) (if known)</div>

(End of provision)

K-17

252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The terms "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

_____Does anticipate the supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 41 of 51
---------------------------	--	----------------------

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	JAN/2004
L-2	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-3	52.211- 2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECS AND STDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQ MGMT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12L	DEC/2003

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the:

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2179
Facsimile (215) 697-1462.

(End of provision)

L-4 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990
Any contract awarded as a result of this solicitation will be a () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(END OF PROVISION)

L-5 52.216- 1 TYPE OF CONTRACT APR/1984
The Government contemplates award of a firm fixed price supply contract resulting from this solicitation.

(END OF PROVISION)

L-6 52.233- 2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown in Block 7 of SF33, Page 1 of the solicitation.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L-7 52.252- 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 42 of 51
---------------------------	--	----------------------

Name of Offeror or Contractor:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

www.acq.osd.mil/dp/dars/classdev.html

(End of provision)

L-8

52.252- 5

AUTHORIZED DEVIATIONS IN PROVISIONS

APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF PROVISION)

L-9

52.204-4000

SIGNATURE AUTHORITY (USAAMCOM)

OCT/2000

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;

(3) Furnished upon receipt of a specific request for the information from the contracting officer.

(End of provision)

L-10

52.209-4001

FIRST ARTICLE APPROVAL: ALTERNATE OFFERS/BIDS/QUOTES (USAAMCOM)

OCT/1992

(a) When supplies identical or similar to those called for in the solicitation have been previously furnished by the offeror/bidder/quoter and have been accepted by the Government, the requirement for First Article Approval may be waived by the Contracting Officer. However, the Contracting Officer may determine the waiver of the First Article Approval requirement is not in the best interest of the Government; therefore, all offerors/bidders/quoters must submit an offer/bid/quote based on compliance with the First Article Approval provisions of this solicitation in order to insure being considered responsive. This offer/bid/quote must appear in the "Offer "A" - First Article Approval - Contractor Testing Required/"Bid "A" - First Article Approval - Contractor Testing Required" portion of Section B for each item requiring First Article Approval.

(b) All offerors/bidders/quoters who have previously furnished supplies identical or similar to those called for in this solicitation, which have been accepted by the Government, are urged to also submit an offer/bid/quote based on exclusion of the requirement for First Article Approval. Offerors/bidders/quoters who submit an offer/bid/quote based on exclusion of the requirement for First Article Approval must furnish test reports or other evidence (e.g., number of contract covering a prior procurement or test) with the offer/bid/quote to show that he has manufactured and delivered under any prior Government contract the First Article and/or production equipment which, in the case of First Article equipment has been approved or conditionally approved prior to the closing date of this Request for Proposal/Request for Quotation/opening date of this Invitation For Bid or, in the case of production equipment, has been accepted by the Government prior to said date of closing/opening. Such test reports or other evidence shall be considered in determining whether Government approval without a First Article Approval requirement may be appropriate for the pending procurement.

(c) For the purpose of this solicitation the terms "First Article Approval", "Preproduction Inspection", "Preproduction Sample Testing", or other similarly described testing are synonymous.

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 43 of 51
---------------------------	--	----------------------

Name of Offeror or Contractor:

L-11 52.209-4005 SOURCES ELIGIBLE FOR AWARD CONSIDERATION (USAAMCOM) OCT/2000
(a) Competition under this solicitation is restricted to the following sources:

(1) Approved Sources listed in Section B -- sources that have been approved by the prime manufacturer or the Government for supply of item(s) listed in this solicitation, to assure the requisite safe, dependable, effective operation and support of military equipment;

(2) Sources that have been approved prior to award -- other than approved sources listed in Section B;

(3) Nonmanufacturers--offers from nonmanufacturers will only be considered for award if the required item(s) is new material and has been or will be obtained from a source of supply which has been approved prior to award. The source and part number of the item the offeror intends to supply must be stated in the offer.

(4) Surplus Dealers--offerors of Government surplus in accordance with Section I clause entitled "Material Requirements," FAR 52.211-5, will only be considered for award if the former Government surplus or residual inventory resulting from terminated contracts was originally manufactured by an approved source of supply.

(b) Only offers submitted by the above sources will be considered for award under this solicitation.

(c) Offerors who wish to become an approved source of supply for an item listed in this solicitation should proceed per the instructions set forth in paragraphs (d) and (e) below. It is noted that contractor requests for source approval in conjunction with this procurement will not be a cause for delay in this solicitation action. However, if it is determined that additional sources will clearly benefit the Government and that any delay incident to their approval would not impact readiness, a reasonable delay may be entertained. Whether or not such delay will occur will be solely at the discretion of the Government, and the time set for opening of the Invitation for Bids or the closing date of the Request for Proposals may or may not be extended. An extension will be witnessed by issuance of an amendment to this solicitation.

(d) Offerors wishing to become approved for an item on this solicitation may choose to:

(1) Request approval outside of this solicitation action, in which case the contractor should follow the instructions under paragraph (e) below and send a Source Approval Request (SAR) package to Commander, U.S. Army Aviation and Missile Command, ATTN: AMSAM-RD-AE-I, Redstone Arsenal, AL 35898-5000; or,

(2) Request approval in conjunction with this procurement, in which case the contractor should prepare a response to this solicitation and forward it in accordance with the instructions contained on page 1 of this solicitation. A separate SAR package prepared in accordance with paragraph (e) below shall also be submitted, under a cover letter to the Contracting Officer, to the address shown in the "ISSUED BY" block on page 1 of this solicitation. The cover letter should reference the solicitation number, but must be devoid of any reference to price, delivery, or other terms or conditions of the proposal. To be considered for award on this solicitation, a separate complete proposal must be submitted to the Contracting Officer in accordance with the solicitation.

"(e) Regardless of the choice under (d) above, the SAR submitted to AMCOM must comply with the requirements of the Competition Advocate's Shopping List (CASL), or it will be rejected without consideration and returned to the contractor. Copies of the CASL can be obtained from the Competition Management Office, (256) 876-2485. Contractors seeking to become approved sources should submit a SAR in the appropriate format, identifying it to one of the categories found in the CASL.

"(f) AMCOM may require additional data, testing, or plant visits before it is able to completely evaluate a request. This may require the requestor (at no expense to the Government) to supply parts for testing, engine run up, or flight tests. In that event, the requestor will be so advised. AMCOM reserves the right to approve a contractor for award prior to completion of physical testing of the offered item. In such cases, the contractor shall perform any outstanding tests and provide all required documentation at no cost to the Government prior to entering upon full production. Lack of successful performance within the specified timeframe shall be grounds for a no cost termination.

"(g) When a SAR is received, it will be processed for evaluation. If the evaluation and approval (including preparation or update of the requisite technical data package (TDP)) occurs before award, the requestor will be considered for award if a proposal was submitted per (d)(2) above. If the evaluation/TDP preparation has not been completed prior to award, AMCOM will continue the process until complete. If the requestor becomes approved and is added to the TDP, the requestor will be eligible for consideration on all future solicitations for the item.

(h) All approval or disapproval notices shall be officially provided the contractor by the appropriate technical official.

(i) Nonmanufacturers seeking to supply an item from a non-approved source must first ensure that the source becomes approved in accordance with the requirements for manufacturers seeking to become an approved source prior to contract award.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD</p>	<p align="center">Page 44 of 51</p>
---	--	--

Name of Offeror or Contractor:

(End of provision)

L-12 52.209-4006 FINANCIAL AND TECHNICAL ABILITY (USAAMCOM) OCT/1992

(a) If an offer submitted in response to this solicitation is favorably considered, a Government preaward survey team may contact the offeror's facility to assess the offeror's ability to perform.

(b) Current financial statements and other pertinent data shall be made available for examination. The survey team may also evaluate the offeror's system for determining the financial and technical ability of any proposed subcontractors.

(End of provision)

L-13 52.211-4000 NOTICE TO OFFERORS OF FORMER GOVERNMENT SURPLUS, RESIDUAL INVENTORY OCT/2000

OR OTHER THAN NEW MATERIAL (USAAMCOM)

(a) Offerors are directed to the clause in Section I of this solicitation entitled "Material Requirements", FAR 52.211-5. Other than new material, residual inventory resulting from terminated or completed Government contracts or former Government surplus property shall not be furnished under any contract resulting from this solicitation unless expressly approved by the contracting officer. Unless the offeror specifies otherwise, the offeror represents that the supplies and components offered are new, not reconditioned and are not of such age or so deteriorated as to impair their usefulness or safety. If the offeror proposes to furnish any item or component which is recycled, recovered, remanufactured, used or reconditioned material, residual inventory resulting from terminated Government contracts or completed contracts (production overrun), or former Government surplus property, the offeror shall, as part of its offer, provide the following information regarding the items or components offered:

1. General Information.

- a. National Stock Number (NSN): _____
- b. Nomenclature: _____
- c. Part Number: _____
- d. Manufacturer: _____
- e. Quantity Offered: _____
- f. Date of Manufacture: _____

2. Condition Information.

- a. The items are:
 - () Ready-for-issue.
 - () Not Ready-for-issue.
- b. Are the items new and unused _____
- c. Are the items used _____
- d. Have the items been refurbished, reconditioned, overhauled, repaired or remanufactured _____

If so, describe when, where, and how the refurbishment, reconditioning, repair, overhaul or remanufacture was performed, including the extent of these efforts and type of quality assurance program utilized (FAA, MIL-Q-9858A, MIL-I-45208A, ANSI/ASQC Q9001 (ISO 9001), ANSI/ASQC Q9002 (ISO 9002), ANSI/ASQC Q9003 (ISO 9003)). _____

- e. Are the items corroded or otherwise damaged by time or elements _____
- If so, describe. _____

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 45 of 51
	PIIN/SIIN W58RGZ-04-R-0981	MOD/AMD

Name of Offeror or Contractor:

f. If the items are used, provide service history on specific Time Before Overhaul (TBO) or specific retirement life items. _____

3. Source of Items.

a. The items were purchased by the offeror as:

() Production rejects.

() Production Overrun.

() Scrap.

() Government Surplus from the Government.

() Residual inventory resulting from terminated Government contracts.

() Other, describe. _____

b. If the items were purchased from the Government as surplus property indicate the agency from which the items were purchased including location, the date of purchase, and sale number. Any documentation substantiating purchase information should be provided. _____

Can the items be traced to specific contracts under which the items were originally procured by the Government

If so, indicate the Government contract number(s) and provide any available supporting information.

c. If the items were not purchased by your firm from the Government as surplus indicate the source of the material and provide any available information tracing the item to the original manufacturer and applicable manufacturing contract, including date and sale number, if applicable. _____

d. If the item is a "Flight Safety Part":

(1) Provide evidence that the item was manufactured in accordance with Quality Engineering (QE) Standard 1.

(2) For flight safety parts requiring "Engineering Testing", provide information documenting that the items were manufactured by a firm which has completed required engineering testing.

4. Storage Condition.

a. The items are currently stored:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 46 of 51
Name of Offeror or Contractor:		

- () Outdoors, uncovered.
- () Outdoors, covered.
- () Roofed.
- () Warehouse, climate uncontrolled.
- () Warehouse, climate controlled.

b. Provide any information available concerning storage conditions prior to your acquisition of the item.

5. Packaging Information.

The items are:

- () In original packaging (describe packaging)
- () Have been repacked (describe packaging)
- () Are unpackaged.

6. The items () do, () do not have data plates attached. If data plates are attached, provide the information contained therein.

7. The items () do, ()do not contain serial numbers. If serial numbers are present indicate.

8. The offeror () does, () does not have in his possession the drawings/specifications for the material offered. The revision letter code(s) and date(s) on such drawings/specifications for the item are letter code(s) , dated.

9. The full quantities of the material offered () are, () are not currently available for shipment.

(b) The Government, when deemed necessary, may require information concerning the material offered in addition to the above. As part of the pre-award responsibility determination efforts, the Government may perform on-site inspections to verify the offeror's ability to perform.

(c) If the Government determines that former Government surplus, residual inventory from terminated or completed contracts, or used or reconditioned material meets the minimum needs of the Government for this procurement, the following applies:

(1) All contractor records of inspection or corrective actions pertaining to the offered items shall be documented in accordance with paragraphs 4.10, 4.14, and 4.16 of ISO 9001.

(2) Any measuring and test equipment devices used by the offeror in inspection of the items offered shall be calibrated in accordance with paragraph 4.11 of ISO 9001.

(3) In the event of award neither the fact that the offeror does not have drawings or specifications nor the fact that in-process Government inspection cannot be performed relieves the offeror from the obligation to furnish material which fully complies with all requirements of this solicitation or resulting contract. The offeror's responsibility to perform is neither diminished by the fact that the Government performed a pre-award survey on the items to be delivered nor the contractor's compliance with all tracing requirements.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD</p>	<p align="center">Page 47 of 51</p>
---	--	--

Name of Offeror or Contractor:

The offered items must meet the requirements of the current contract, whether or not the items met agency requirements in existence at the time the items were initially manufactured or sold to the Government. The Government has the right to terminate any resulting contract for default if unacceptable items are tendered and to utilize all remedies provided in the termination for default clause of this contract.

(End of Provision)

L-14 52.211-4008 REVISIONS TO DRAWINGS/PART NUMBERS (USAAMCOM) JUL/2001

(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change, approving authority as required by MIL-STD-973 and date and method of submittal of provisioning documentation and drawings. If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.: _____

Contractor: _____

Explanation of Data Rights: _____

(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the clause entitled, "Engineering Change Proposal (ECP), Value Engineering Change Proposal (VECP), Request for Deviation (RFD), and Request for Waiver (RFW) (USAAMCOM).

(End of provision)

L-15 52.211-4009 SPECIAL NOTICE OF CONTRACTOR RESPONSIBILITIES FOR COMPONENTS AND TOOLING (USAAMCOM) OCT/1992

Offerors are cautioned to carefully review all specifications in order to identify required, restricted vendor components and sources. When such restrictions apply, only components from such approved sources, manufactured to the same quality standards required by the source approval activity, may be used in manufacturing the end item. It is the responsibility of the bidder/offeror to make arrangements for obtaining required components, forgings or castings, and any necessary tooling, including but not limited to permission from the owner to use any and all tooling, dies, fixtures and facilities necessary to produce the required components, forgings or castings. Before award, offeror may be required to document provisions made for obtaining required components, forgings, castings and any other tooling.

(End of provision)

L-16 52.215-4001 PRICING INFORMATION (USAAMCOM) OCT/1992

(a) The offeror shall include information to establish the basis for the price(s) proposed. Such information need not be in any particular form; however, it shall be sufficient to provide an understanding of the offeror's pricing rationale.

(b) Following are examples of pricing methods which may be applicable. Please check the appropriate box and furnish information pertinent thereto in the space at the bottom of the page.

() Established catalog or market price(s) or commercial item(s) sold in substantial quantities to the general public. (List volume of sales in the last two years, specifying separately sales to general public and sales to the U.S. Government.)

() Similar to a commercial item meeting the above description. (Describe differences between established commercial item and

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 48 of 51
---------------------------	--	----------------------

Name of Offeror or Contractor:

similar item. List volume of sales to general public in the last two years of the established commercial item and list the volume of sales to the U.S. Government of the similar item during same period.)

- () Price(s) fixed by law or regulation (cite applicable law or regulation).
- (c) If none of the above apply, check the box below and furnish information concerning the pricing rationale. Include data on volume of sales to both general public and to the U.S. Government over the past two years.

() Other _____

ADDITION INFORMATION: _____

(End of provision)

L-17 52.229-4000 CALIFORNIA SALES AND USE TAX (USAAMCOM) AUG/2001

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost- Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Provision)

L-18 52.232-4000 AVAILABILITY OF FUNDS (USAAMCOM) AUG/2001

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.

(End of Provision)

L-19 52.233-4703 AMC-LEVEL PROTEST PROGRAM MAY/2004

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 49 of 51
---------------------------	--	----------------------

Name of Offeror or Contractor:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

L-20 52.245-4003 PROCEDURES TO BE FOLLOWED IN OBTAINING PERMISSION TO USE GOVERNMENT-OWNED PRODUCTION PROPERTY (USAAMCOM) OCT/1992

(a) The Government will not provide any new production equipment for use under any contract resulting from this solicitation. Moreover, it will not authorize movement of existing production equipment into a contractor's plant for use under such a contract, unless there are circumstances that bring the situation within the exceptions set forth in FAR 45.302-1. Bidders/Offerors are expected to furnish information that will assist the contracting officer in deciding whether to support any such request.

(b) Any Government-owned production property which may be in the possession of a Bidder/Offeror or its subcontractors may, if approval for use can be obtained from the cognizant Contracting Officer, be authorized for use on a rent-free basis, subject to the evaluation factors set forth in the Section M Provision entitled "Evaluation Procedures to Eliminate Competitive Advantage From Rent Free Use of Government-Owned Production and Research Property". Bidders/Offerors desiring to use such property must (i) identify it specifically (generalized identification such as by reference to a Government contract or schedule thereof, under which such property is held, is not sufficient identification and is not acceptable to the Government), (ii) list the Government's acquisition cost and location of each line item of such property, (iii) furnish proof that the cognizant Contracting Officer has authorized its use, (iv) identify the facilities contract or other instrument under which the property is held, (v) indicate the months during which such property will be available for use on this contract, including the first, last, and all intervening months, and (vi) with respect to any such property which will be used concurrently in the performance of two or more contracts, indicate the amounts of the respective uses in sufficient detail to support the prorating required by FAR 45.205(b)(3), provided Bidders/Offerors requesting rent-free use in accordance with paragraph (c) of the provision in Section M entitled "Evaluation Procedures to Eliminate Competitive Advantages From Rent-Free Use of Government-Owned Production and Research and Property" may limit their details to those specified therein.

(c) No use of Government-owned production property shall be authorized unless such is approved in writing by the cognizant Contracting Officer and either (i) rent is charged, (ii) the contract price is reduced by an equivalent amount, or (iii) rent-free use is evaluated by factors set forth herein.

NOTE: In responding to Invitations For Bids only, Bidders who condition their bids on use of Government-owned production property, who do not furnish all the information required by paragraph (b) above prior to the time set for bid opening, shall be considered non-responsive.

(End of provision)

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	52.217- 5	EVALUATION OF OPTIONS	JUL/1990

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(END OF PROVISION)

NOTE: When varying prices are offered, depending on quantity ordered and time of exercise, the highest unit price offered for the total option quantity will be used for evaluation.

M-3	52.215-4007	EVALUATION FOR AWARD (USAAMCOM)	OCT/1992
-----	-------------	---------------------------------	----------

Bids/offers shall be evaluated and award made to the responsive, responsible offeror whose offer represents the lowest overall cost to the Government.

(End of Provision)

M-4	52.215-4011	EVALUATION PROCEDURES TO ELIMINATE COMPETITIVE ADVANTAGES FROM RENT-FREE USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY (USAAMCOM)	JAN/1993
-----	-------------	--	----------

(Reference Section L provision 52.245-4003, "Procedures to be Followed in Obtaining Permission to Use Government-Owned Production Property (USAAMCOM).")

(a) Offerors must indicate the total amount of rent which would otherwise be charged for the Government-owned production and research property (hereinafter called Government Property or property or personal property) authorized for use, computed in accordance with (IAW) the following:

(1) For machinery and production equipment of the type covered by Federal Supply Classification Code 3405, 3408, 3410 and 3411 through 3419 (machine tools) and 3441 through 3449 (secondary metal forming and cutting machinery), multiply the applicable rate set forth below times the Government's acquisition cost times the number of months that the property will be used.

<u>AGE OF EQUIPMENT</u>	<u>MONTHLY RENTAL RATE</u>
0-2 years	3%
2-3 years	2%
3-6 years	1.5% \$_____
	TOTAL
6-10 years	1%
over 10 years	.75%

(2) For all other personal property, a rental shall be established at not less than the prevailing commercial rate, if any; or in the absence of such rate, not less than two percent (2%) per month for electronic test equipment and automotive equipment; and not less than one percent (1%) per month for any other personal property.

(3) For real property and improvements:

(i) 5% per year of the Government's acquisition cost of real property divided by 12 and the result multiplied by the period of _____months. \$_____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-04-R-0981 MOD/AMD	Page 51 of 51
Name of Offeror or Contractor:		

(ii) 8% per year of the Government's acquisition costs of improvements (buildings, roads, utilities, etc.) divided by 12 and the result multiplied by a period of _____ months. \$ _____

(iii) The total of the rents listed above will be verified by the Government and added as the evaluation factor to the offeror's offer.

(b) Any subcontractor or vendor that has available in its plant, Government property for which the Government either has title or has the right to acquire title, will be expected to quote to any prospective prime contractor who requests a quotation. Offerors are requested to notify the Government immediately of any refusal by a subcontractor possessing Government property to furnish a quote including, if known, any information on tooling, its location, and any government contracts it may be held under.

"(c) If a contractor desires rent-free use of government property presently held under existing facilities or use contracts which provide for formulas or methods of computing rent IAW FAR 52.245-9, offerors may, in lieu of providing individual equipment details, submit a rental calculation based on said facilities/use contracts. Said amount will be verified/reviewed by the government in its evaluation. Offerors desiring this method of determining rental factors MUST submit the following:

- (1) A proposed rental figure: \$ _____
- (2) The contract/agreement numbers of all such documents: _____
- (3) Name, address, and telephone number of cognizant ACO or PCO managing such contracts/agreements:

Name: _____ Address : _____

Telephone No.: _____

In sealed bid procurements, if the bidder states that its bid is based on rent-free use but fails to submit any element of (1), (2), or (3), the bid will be considered to be nonresponsive. In negotiated procurements, if the offeror states that its proposal or quotation is based on rent-free use, but fails to submit any element of (1), (2), or (3) and the issue is not resolved during negotiations, the Contracting Officer may decide to consider the offer only upon the payment of rent. In this event, any resulting contract will be so noted and, thereafter, rent-free use will only be authorized upon payment of consideration to the Government. In accordance with FAR 45.201(a), a rental equivalent factor will not be applied to negotiated procurements when application of the factor would not affect the choice of contractors.

(End of provision)